ished the old fiction of identity and coercion, on which is based the rule making the husband liable for the wife's tort. The reason for the rule having ceased, the rule should vanish automatically without the necessity of a statute expressly abolishing liability in these cases. *Schuler* v. *Henry,* 42 Colo. 367, 94 Pac. 360, 14 L. R. A. (N. S.) 1009; *Martin* v. *Robson,* 65 Ill. 129, 16 Am. Rep. 578.

INJUNCTION—BREACH OF TRUST—DISCLOSURE OF TRADE SECRETS.—The plaintiffs were in a business, in which they, as sole owners, manufactured goods by a secret process. Two of the defendants were employed by, and had learned the trade secret of the plaintiffs. These employees, together with the other defendants, formed a company in competition with the plaintiffs, using the secret process of manufacture. At the date of judgment in this case the trade secret was of no practical value. The plaintiffs brought an action for damages and to enjoin the use of their trade secret by the defendant. *Held,* the defendants are entitled to damages, but that no injunction is necessary. *Aronson* v. *Orlov* (Mass.), 116 N. E. 951.

Two early English cases held that no injunction would lie for the use of a trade secret by one who had received the secret from the discoverer and had disclosed the secret in breach of contract with, or confidence toward the discoverer. *Newberry* v. *James,* 2 Mer. 446; *Williams* v. *Williams,* 3 Mer. 157. But in a later case, where the defendant, an employee of the plaintiff, learned the secret by fraud and without the knowledge of the plaintiff, so that a disclosure amounted to a breach of trust, an injunction was allowed. *Yovatt* v. *Winyard,* 1 J. & W. 393.

It is well settled now, both in England and America that a secret process of manufacture, whether the subject of a patent or not, is so far the property of the inventor or discoverer, that equity will enjoin one who, in violation of contract or by any breach of trust, seeks to use it in his own behalf or to disclose it to a third person. *Peabody* v. *Norfolk,* 98 Mass. 452, 96 Am. Dec. 664; *Morrison* v. *Moat,* 9 Hare 241; *Vulcan Detinning Co.* v. *American Can Co.,* 72 N. J. Eq. 387, 67 Atl. 339, 12 L. R. A. (N. S.) 102. And see note 3 VA. LAW REG. 535.

However, equity will not enjoin one partner from the use of partnership trade secrets, where the partnership has been dissolved. *Baldwin* v. *Von Micheroux,* 5 Misc. 386, 145 N. Y. Supp. 772. And where the plaintiff had gone out of business, no injunction was allowed against one who used the trade secrets of the company as the plaintiff's successor. *Shonk Tin Printing Co.* v. *Shonk,* 138 Ill. 34, 27 N. E. 529.

If one person discloses a secret system to another in a letter seeking employment, equity will not enjoin its use by the one who has thus learned the secret. *Bristol* v. *Equitable Life Assn. Co.,* 132 N. Y. 264, 28 Am. St. Rep. 568. Where the discoverer of a secret which is not patented sells the secret to two honest purchasers at different times, the first buyer cannot enjoin the second buyer, since the second buyer has learned the secret without any fraud or breach of trust. *Stewart* v. *Hook,* 118 Ga. 445, 45 S. E. 369, 63 L. R. A. 255; *Chadwick* v. *Covell,* 151 Mass. 190, 23 N. E. 1069, 21 Am. St. Rep. 442, 6 L. R A. 839. But

if there has been a breach of confidence, or contract by such buyer, he will be enjoined. *Simmons Medicine Co.* v. *Simmons,* 81 Fed. 163.

Where the owner of a business sells his business, which includes the secret method of manufacture, the vendee can restrain the vendor from disclosing the secret to third persons. *Pomeroy Ink Co.* v. *Pomeroy,* 77 N. J. Eq. 293, 78 Atl. 698. But if the buyer of a trade secret is in default of payments, no injunction will lie against the seller. *New York Chemical Co.* v. *Halleck,* 15 N. Y. Supp. 517. Equity will not enjoin one who has, without fraud, breach of trust or confidence, learned a secret process, and who does not attempt to deceive the public by calling it the original. *Tabor* v. *Hoffman,* 118 N. Y. 30, 23 N. E. 12, 16 Am. St. Rep. 740.

An interesting question arises where a trade secret or a secret formula is lost and the paper on which it is written is found by another. Though no cases have been found on this point, it would seem that equity would not enjoin the use of the secret, because one who acquires a trade secret honestly is entitled to use it.

INJUNCTION—LIBEL—SUBJECT OF RELIEF.—The plaintiff issued a statement declining to become a candidate for office, but later became a candidate. The defendant, a newspaper corporation, on the eve of election published the plaintiff's above mentioned statement. The constitution of the state contained the usual provision safeguarding the freedom of speech and of the press. It was sought to enjoin the publication. *Held,* no injunction lies. *Howell* v. *Bee Publishing Co.* (Neb.), 158 N. W. 358.

It has been held in England since the English Judicature Act of 1873 [36 & 37 Vict., Ch. 66, § 25 (8)], that equity courts have jurisdiction to grant injunctions for slander and libel affecting one's business. *Loog* v. *Bean,* L. R. 26 Ch. Div. 306; *Thomas* v. *Williams,* L. R. 14 Ch. Div. 864. This extension of jurisdiction is not based upon any statutory enlargement of the inherent powers of equity, but is the result of the new system put in force by the above act, by which one court is empowered to administer both legal and equitable remedies in any and all actions. 4 POMEROY, EQUITY JURISPRUDENCE, 1358. But see *contra, Prudential Assn. Co.* v. *Knott,* L. R. 10 Ch. App. 142.

By the great weight of authority in this country courts of equity have refused to restrain the publication of a libel, where there is no other ground for the interposition of equity than the libel itself. The reasons usually given are: First, that the defendant has full remedy for his alleged wrongs by an action at law for damages. *Francis* v. *Flinn,* 118 U. S. 385. Second, that equity has no jury to determine the truth or falsity of the alleged slander or libel. *Citizen's Light, etc., Co.* v. *Montgomery, etc., Co.,* 171 Fed. 553. Third, that such an injunction would be violative of the constitutional provisions which safeguard the right of every citizen to freely speak or write on all subjects. *Life Assn. of America* v. *Boogher,* 3 Mo. App. 173. An interesting case under this latter head was *Dailey* v. *Superior Court,* 112 Cal. 94, 44 Pac. 458, 32 L. R. A. 273, where a court of equity refused to restrain the production of a play,